

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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IN THE MATTER OF THE WINDING DOWN OF: )  
)

No. 217-2015-CV-00347

THE NEW HAMPSHIRE MEDICAL MALPRACTICE )  
JOINT UNDERWRITING ASSOCIATION )  
)  
\_\_\_\_\_)

**[PROPOSED]**

**ORDER APPROVING INTERIM DISTRIBUTION,  
INTERPLEADER AND RELATED DISCHARGE OF RECEIVER**

On consideration of the amended motion of Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Receiver (“Receiver”) of the New Hampshire Medical Malpractice Joint Underwriting Association (“NHMMJUA”), assented to by Policyholders appearing in this proceeding, for approval of an interim distribution, interpleader and discharge, together with the supporting affidavit of Peter A. Bengelsdorf, Special Deputy Commissioner, it is hereby found and ORDERED as follows:

1. The Court previously approved the Assumption Agreement with The Medical Protective Company dated May 16, 2016, as amended, and the Assumption Agreement transaction closed on August 25, 2016. The Receiver has paid the price called for by the Assumption Agreement for transfer of the NHMMJUA coverage-related obligations as contemplated by RSA 404-C:17, III, and the Receiver has paid the administrative and operational expenses of the NHMMJUA and the expenses of the receivership on an ongoing basis.

2. The net assets of the NHMMJUA presently held by the Receiver exceed the remaining costs and obligations of the NHMMJUA in receivership, including the administrative and operational expenses of the NHMMJUA, the expenses of the receivership, potential tax obligations of the NHMMJUA, and a reasonable reserve for unknown and unexpected obligations of the NHMMJUA, by approximately \$60,000,000.

3. These assets are distributable from the NHMMJUA estate and should be interpleaded by the Receiver into Merrimack County Superior Court docket no. 217-2010-CV-00414 pursuant to RSA 404-C:17, III.

4. The approximately \$25,500,000 in net assets that will remain in the NHMMJUA estate after the distribution of these assets is a reasonable amount to reserve to pay the remaining costs and obligations of the NHMMJUA in receivership, including the administrative and operational expenses of the NHMMJUA, the expenses of the receivership, potential tax obligations of the NHMMJUA, and to provide a reasonable reserve for unknown and unexpected obligations of the NHMMJUA.

5. Under RSA 404-C:17, III, the Receiver is to interplead remaining assets into docket No. 217-2010-CV-00414 for the purposes of adjudicating all policyholder claims in those funds. Under RSA 404-C:17, IV, the Receiver is not to be involved in the determination of policyholder rights by the interpleader court. The Receiver and the NHMMJUA have no interest in the funds to be interpleaded.

6. The Receiver's Amended Motion for Approval of Interim Distribution, Interpleader and Related Discharge is GRANTED.

7. The Receiver is authorized to distribute \$60,000,000 from the assets of the NHMMJUA and interplead those funds into Merrimack County Superior Court docket

No. 217-2010-CV-00414 by filing the Bill of Interpleader (including the proposed form of order) attached as Exhibit A to the Receiver's amended motion in docket No. 217-2010-CV-00414.

8. Upon the issuance by the interpleader court of the proposed order determining that the interpleader is properly filed, accepting jurisdiction over the interpleaded funds and approving investment in Treasury bills and cash, the Receiver shall transfer the funds into an account under the control of the interpleader court to be managed by Deutsche Investment Management Americas Inc. under separate contract and invested in Treasury bills and cash.

9. Upon the transfer of the interpleaded funds into the account, the Receiver is discharged from any responsibility for the interpleaded funds. The Receiver (including the Special Deputy Commissioner and the Receiver's consultants, agents, and attorneys) shall have no obligations or liabilities with respect to the interpleaded funds.

10. Upon the transfer of the interpleaded funds into the account, those funds shall not be part of the NHMMJUA estate. The interpleaded funds are transferred free and clear of any rights of the NHMMJUA, the Receiver, or the NHMMJUA's creditors. All claims against the NHMMJUA or the Receiver are limited to and may only be satisfied from the assets remaining in the NHMMJUA estate.

11. The Receiver (including the Special Deputy Commissioner and the Receiver's consultants, agents, and attorneys) and the NHMMJUA (including its administrators, consultants, agents and attorneys) shall have no liability in respect of the distribution or interpleader of the interpleaded funds.

So Ordered.

Dated: \_\_\_\_\_

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Presiding Justice